

CHIPS AHOY! THINS FOR A YEAR CONTEST

OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.

OPEN TO RESIDENTS OF THE 50 U.S. (INCLUDING D.C.), 18 YEARS OF AGE AND OLDER ONLY

1. TO ENTER: Promotion begins at 12:00 pm ET (noon) on January 18, 2017 and ends at 11:59 pm ET on January 27, 2017 (the "Sweepstakes Period"). **There are two (2) ways to enter: A) Visit Event:** During the Sweepstakes Period, visit the Chips Ahoy! THINS THIN-credible Cookie Jar on January 18, 2017 at the Time Warner Center in New York City, NY (the "Event"). Locate the Chips Ahoy! THINS THIN-credible Cookie Jar and make a decision as to how many Chips Ahoy! THINS are in the cookie jar (your "Cookie Guess"). Then, locate a brand ambassador, who will assist you and provide you with a tablet device. Follow the links and instructions to complete and submit the registration form, including a valid email address as well as your Cookie Guess. **OR B) Online:** During the Sweepstakes Period, to enter the Promotion without attending the Event, visit <http://bit.ly/2ikLQtl> and view the video that will provide a virtual 360° view of the Chips Ahoy! THINS THIN-credible Cookie Jar at the Event. Then, follow the links and instructions to complete and submit the registration form, including a valid email address as well as your Cookie Guess.

WINNER DETERMINATION: If only one (1) entrant guesses the correct number of cookies in the cookie jar, he/she will be the potential winner, subject to Rule 6. The potential winner is subject to verification before prize will be awarded. The potential winner will be notified by email. If the potential winner cannot be contacted or the prize is rejected or returned as undeliverable, or potential winner fails to comply with these rules and requirements or provide any requested information within the required time period, the potential winner forfeits the prize. Receiving the prize is contingent upon compliance with these Official Rules. In the event that the potential winner (the one (1) entrant that guesses the correct number of cookies in the cookie jar) is disqualified for any reason and if there is more than one (1) entrant that guesses the closest number to the correct number, without going over, of cookies in the cookie jar, each entrant will receive an entry into the Sweepstakes. See Rule 3 for details on the Sweepstakes drawing.

If more than one (1) entrant guesses the correct number of cookies in the cookie jar, each entrant will receive an entry into the Sweepstakes. If there is not an entrant(s) that guesses the correct number of cookies in the cookie jar, the entrant(s) with the guess that is the closest to the accurate guess, without going over, will be the potential winner, subject to Rule 6. If more than one (1) entrant guesses the closest number to the correct number, without going over, number of cookies in the cookie jar, each entrant will receive an entry into the Sweepstakes. See Rule 3 for details on the Sweepstakes drawing.

Limit: One (1) Cookie Guess as well as up to one (1) Sweepstakes entry per email address/person during the Sweepstakes Period regardless of method of entry or combination of method of entry. Use of any robotic, automatic, programmed or similar entry method or more than the stated number of Cookie Guesses/entries will void your entry/entries and result in disqualification.

2. ELIGIBILITY: Promotion is open only to residents of the 50 United States (including D.C.), 18 years of age and older as of the time of entry. Employees of Mondelez Global, LLC (“Sponsor”), HelloWorld Inc. (“Administrator”), Weber Shandwick, their affiliates, subsidiaries and agencies (collectively “Promotion Parties”), and members of their immediate family or persons living in the same household (whether related or not), are not eligible to participate in Promotion. Void where prohibited.

3. SWEEPSTAKES DRAWING, IF NECESSARY: In the event that the potential winner (the one (1) entrant that guesses the correct number of cookies in the cookie, jar) is disqualified for any reason and if there is more than one (1) entrant that guesses the closest number to the correct number, without going over, number of cookies in the cookie jar, **OR** If more than one (1) entrant guesses the accurate number of cookies, **OR** if there is not an entrant that guesses the accurate number and there are more than one (1) entrant that guesses the closest number to the accurate number of cookies in the cookie jar (without going over), Administrator will perform a Sweepstakes drawing among those specified entrants. Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of the potential winner are final and binding in all matters related to the Promotion. As such, Administrator will randomly select the potential Grand Prize winner from all eligible entries received during the Sweepstakes Period on or around January 31, 2017. The potential winner is subject to verification before prize will be awarded. The potential winner will be notified by email. If the potential winner cannot be contacted or the prize is rejected or returned as undeliverable, or potential winner fails to comply with these rules and requirements or provide any requested information within the required time period, the potential winner forfeits the prize. Receiving the prize is contingent upon compliance with these Official Rules. In the event that the potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Up to three (3) alternate drawings, if there is enough valid entries, will be held, after which the prize will remain un-awarded. If there is not enough valid entries, the prize will remain un-awarded.

4. PRIZE AND APPROXIMATE RETAIL VALUE (“ARV”): One (1) Grand Prize: A one (1) year supply of Chips Ahoy! THINS awarded as fifty-two (52) free product coupons that expire 12/31/17. Each coupon will be for a free product (each up to a \$4.29 value) of any one (1) Chips Ahoy! THINS (any variety, 7oz or larger). ARV: \$223.08.

Terms and conditions of coupons apply. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor’s sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. If the Sweepstakes is performed, the odds of winning the Grand Prize depend on the number of eligible entries received during the Sweepstakes Period.

5. PUBLICITY: Acceptance of the prize shall constitute and signify each winner’s agreement and consent that Sponsor and its designees may use the winner’s name, city, state, likeness, photo, and/or prize information in connection with the Promotion for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, social media platforms, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

6. GENERAL RULES: All income taxes resulting from acceptance of prize, if any, are the responsibility of the winner. The winner will be notified by email after the date of the drawing and will be required to provide his/her mailing address (no P.O. boxes) within five (5) days of attempted

delivery, or prize will be forfeited. By entering Promotion, entrants (and their parents/legal guardians if entrants are minors) accept and agree to these Official Rules and the decisions of Administrator, which shall be final in all matters. By accepting the prize, winner (and his/her parents/legal guardians if winners are minors) agree to hold Promotion Parties, and their respective parents, subsidiaries, affiliates, directors, officers, employees and assigns, promotion agencies and agents harmless against any and all claims and liability arising out of use or redemption of prize. Acceptance also constitutes permission to the Promotion Parties to use winner's name, likeness (and biographical information) for marketing purposes without further compensation or right of approval, unless prohibited by law. Promotion Parties are not responsible for lost or late mail, or for technical, hardware or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or utilized in this Promotion, or by any human error which may occur in the processing of the entries in this Promotion. If, in the Administrator's opinion, there is any suspected evidence of tampering with any portion of the promotion, or if technical difficulties compromise the integrity of the promotion, the Administrator reserves the right to modify or terminate the Promotion in a manner deemed reasonable by the Administrator, at the Administrator's sole discretion. If terminated, prize will be awarded in a random drawing using all non-suspect entries as of the date of termination. In the event a dispute arises as to the identity of a potentially winning online entrant, entries made by internet will be declared made by the name on the online entry form. All federal and state laws apply.

7. DISPUTES: Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Promotion or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan or the appropriate Michigan state court located in Oakland County, Michigan; (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

8. WAIVER: By participating in this Promotion, participants (and their parents/legal guardians) waive all rights to claim punitive, incidental and consequential damages, attorneys' fees or any damages other than actual out-of-pocket costs incurred to enter.

9. WINNERS' LIST: For a winner list, visit <http://bit.ly/2i2j8yB>. The winner list will be posted after winner confirmation is complete.

SPONSOR: Mondelēz Global LLC, 100 Deforest Avenue, East Hanover, NJ 07936.
PROMOTION ADMINISTRATOR: HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.